IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.3547 OF 2004

Jankibai P. Asudani through
constituted attorney
Prahladrai Sukhramdas Asudani Plaintiff

versus

Bhojraj T. Malkulani & others Defendants

Mr.A.M.Talreja for plaintiff.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 13th June 2005
PC :

1. Heard Mr.Talreja for the plaintiff. Mr.Talreja points out that the writ of summons has been served through Sheriff of Mumbai on the defendant by RPAD on 25th January 2005. Mr.Talreja places on record a copy of the acknowledgement along with an affidavit proving service affirmed by the clerk in the office of Sheriff of Mumbai. The said affidavit is taken on record and marked "X" for identification. Mr.Talreja tenders original documents along with compilation which is taken on record and marked "X-1" for identification. It is pointed out by Mr.Talreja that fourth defendant is a firm of which defendants 1 to 3 are partners. Similarly fifth defendant is also a firm of which these defendants are partners. On demand bill of

exchange dated 2nd July 2001 was signed by defendant no.1 as partner of defendant no.4. The said bill of exchange was signed and accepted by defendant no.5. The said on demand bill of exchange was drawn in favour of plaintiff. A notice of dishonour was waived. Bill of exchange was payable on demand. However, on presentation the same has been dishonoured by fifth defendant for non payment. The fact of dishonour was communicated to the fourth defendant and payment was demanded from him. However, fourth defendant has also failed and neglected to pay the amounts under the bill of exchange. An advocate’s notice was duly served but there was no compliance. The suit is on this bill of exchange. It is maintainable as a summary suit and the claim of the plaintiff is not barred by limitation.

2. There have been no steps taken by defendants to represent themselves. In the light of the clear provisions of law, the plaintiff is entitled to a judgement in her favour. Accordingly, there shall be a decree as prayed. Refund of court fees and computation of advocates’ costs as per rules. Certified copy of the decree is expedited.

(S.C.DHARMADHIKARI, J.)